

FILED

APR 22 2021

By PATRICK KEANEY
Clerk, U.S. District Court
Deputy Clerk

SAUNDRA BLACKMON

Plaintiff(s).

Vs.

Case No.

21 CIV 124 JFH

STATE OF OKLAHOMA

d/b/a OKLAHOMA ABLE COMMISSION

Defendant(s).

NOTICE OF REMOVAL TO FEDERAL COURT

NOW COME the plaintiff(s), by the undersigned, and give notice that this action hereby be removed from the District Court of the Fifteenth Judicial District of the States of Oklahoma sitting in and for Muskogee County to the United States District Court for the Eastern District of Oklahoma on the following basis:

1. On or about the 2nd Day of March, 2021 Oklahoma Able Commission did without a warrant, or entered Anu Mart Convenience establishment, stole private property belonging to Plaintiff. At the request of proof of jurisdiction by Plaintiff non was provided.
2. On April 6, 2021 a complaint was filed with the MUSKOGEE COUNTY DISTRICT COURT OF THE FIFTEENTH JUDICIAL DISTRICT OF THE STATE OF OKLAHOMA SITTING IN AND FOR MUSKOGEE COUNTY BY THE STATE OF OKLAHOMA.
3. At the time of incident Pedro Zardeneta entered the store and requested the manager, upon approaching Zardeneta, he was asked what his jurisdiction was and he stated that an illegal sale was done with a minor, although to no ones knowledge an underage person was ever present or had been on the property as Zardeneta was the one that made the purchase which still does not constitute his jurisdiction.
4. The agents were told by an Autochton Tribal family member via phone call they had no jurisdiction and was asked to leave the premises by the tribal member, a license was applied for through the state and was rejected due to incomplete information provided and was never mentioned that the ABLE COMMISSION LICENSE WAS NEEDED.
5. Agent Zardeneta stated that a license provided by the Able Commission was needed and at that time was told that we do not wish to contract they are a private organization registered with Dun and Bradstreet # see attachment (A) (Dunn #042363464) in turn are private collection agencies for the UNITED STATES CORPORATION with no authority over the natural living man or woman.
6. "Statutes and code" are not Law (Flournoy V. First Nat. Bank of Shreveport, 197 LA. 1067,3 So.2d 244, 248), The common law is the supreme law of the land, the code, rules, regulation, policy and statutes are not the law, [Self v. Rhay,61 Wn (2d)261]

7. Zardeneta threatened that if a Social Security Number was not provided or give a name he would take everything in the establishment even the register and if his citation wasn't signed he would perform an arrest as all agents assisting in the theft had weapons. Forced contracts are not binding as, See Exhibit (B) citation provided signed under duress (forced).
8. This was clearly an attempt to collect a debt, extort money by force and fear also a violation of the Fair Debt collection Act by a *private organization under the guise of a Government Agency*.
9. ***The Fair Debt Collection Practices Act (FDCPA), Pub. L. 95-109; 91 Stat. 874, codified as 15 U.S.C. § 1692 –1692p, approved on September 20, 1977 (and as subsequently amended) is a consumer protection amendment, establishing legal protection from abusive debt collection practices, to the Consumer Credit Protection Act, as Title VIII of that Act.***
10. *We as the Autochton American Indigene (American Indian) are a natural free spirit that follow the ways of our ancestors with agreements through treaties living under Gods Law with the rights to barter and trade their personal goods. The agent was told again that we do not wish to contract, contracts under force and fear are not legally binding.*
11. See [CRUDEN V. NEALE, 2 N.C. 338 (1796) 2 S.E. 70] You must voluntarily give your consent to enter into a contract.
12. ***All Crimes are Commercial and are then regulated by COMMERCIAL COURTS. COMMERCIAL CRIMES ARE Murder, Stealing, Dealing in illegal drugs, Prostitution, Practicing Law or making a Legal Determination without the Permission or consent by Assent of any party to a contract. There is no injured party or damaged Property therefore no crime could have been committed by the Plaintiff***
13. If the party with no standing is disregarded, this court has original jurisdiction over this action pursuant to 28 U.S.C. § 1332, and this case may be removed to this court pursuant to 28 U.S.C § 441 (a).
14. This Notice of Removal is filed within 30 days of the file date and served upon upon STATE OF OKLAHOMA d/b/a Oklahoma Able Commission, the defendant(s) to be served, Muskogee County Court Clerk Paula Sexton, Muskogee County District Attorney, Orvil Loge, Agent Pedro Zardeneta dba Oklahoma Able Commission.

Uninforcable contracts Undue Influence

If Person B forced Person A to enter into an agreement by taking advantage of a special or particularly persuasive relationship that Person B had with Person A, the resulting contract might be found unenforceable on grounds of undue influence. In general, to prove undue influence, Person A would have to show that Person B used excessive pressure against Person A during the bargaining process, and that for whatever reason Person A was overly susceptible to the pressure tactics – or that Person B exploited a confidential relationship to exert pressure on Person A.

I would be happy to negotiate if an equal contract were brought before me for the 2 parties to sign the CORPORATION and the natural spirit man/woman

Witness Affidavit of Truth for Anu Mart Establishment

M.L. Lyons, ANU MART 520 South Seaman Street, Boynton, Oklahoma

All Rights Reserved w/o recourse

Sandy B.

Authorized Representative

520 S Seaman Street

Boynton, Oklahoma


Affiant

STATE OF OKLAHOMA
COUNTY OF MUSKOGEE

Subscribed and sworn to before me this 22 day of April, 2021

Notary Public Cynthia E. Toliver

My Commission expires Aug 18, 2024

